

CONTRACT PERIOD THROUGH NOVEMBER 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INSTITUTIONAL FURNITURE (NIGP CODE 42044)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **NOVEMBER 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
Robert Barcelo, MCSO New Jail
Valerie Chavez, Facilities Management
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**INSTITUTIONAL FURNITURE
(NIGP CODE 42044)**

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a requirements contract for correctional type furniture that will stand up to a high level of abuse and not splinter or break in such a way as to become a weapon for an inmate. All fasteners must be correctional type fasteners, which will require special tools to disassemble and be durable for use 24 hours 7 days a week. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Resultant contract will be awarded for a three (3) year period, with renewal options.

2.0 TECHNICAL SPECIFICATIONS:

2.1 MULTI USE STACKABLE ARMLESS INDIVIDUAL CHAIR:

2.1.1 One-piece injection molded, without steel or wood components. Approximately 1-1/2" deep "X" rib on the underside of the seat, connecting legs diagonally, for superior strength.

2.1.1.1 Shall be constructed of high-impact grade copolymer polypropylene with FRPP5 Fire Retardant. (FRPP5 is an additive mixed with virgin polypropylene to inhibit burning.)

2.1.1.1.1 Chemically resistant to acetone, alcohol, blood, vinegar, urine, feces, salt solution and chlorine solution.

2.1.1.2 Certified to pass the following flammability standards or equals:

2.1.1.2.1 State of California, Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in High-Risk and Public Occupancies.

2.1.1.3 Quality and Testing Standards, conforms to or equal:

2.1.1.3.1 ISO 9001-1987: Quality certified manufacturer. (International Organization for Standardization) www.isoeasy.com

2.1.1.3.2 ASTM F1561-94, Parts A & B: Standard Performance Test for Plastic Chairs. (American Society for Testing and Materials)

2.1.1.3.3 Furniture Industry Research Association: Grade 5 - Severe Contract Applications, 200,000+ cycles. (Seat Fatigue and Back Fatigue Tests)

2.1.2 Size:

2.1.2.1 32"H x 17 ¾" FLW (Front Leg Width) x 19 ¼" BLW (Back Leg Width) x 19 ¾" SLW (Side Leg Width)

2.1.3 Warranty:

2.1.3.1 2 year limited replacement warranty for defects in workmanship and material on parts.

2.2 24-HOUR OPERATIONS SEATING (SUPERVISOR CHAIR):

2.2.1 Designed and engineered for 3 shifts, 24 hour per day continuous operating conditions in institutional environments. Suitable for continuous daily use in a correctional environment or equal.

2.2.1.1 Maximum weight capacity of 300 lbs. for Supervisor Chair.

2.2.2 Sizes:

2.2.2.1 Supervisors Chair:

2.2.2.1.1 Seat Dimensions:

2.2.2.1.1.1 19 ½"W x 19 ½"D

2.2.2.1.2 Back Dimensions:

2.2.2.1.2.1 18 ½"W x 19 ½"D

2.2.2.1.3 Height Dimensions (range of seat height to floor when seated):

2.2.2.1.3.1 16" to 20 1/2"

2.2.3 Comfort:

2.2.3.1 Ergonomically designed and multifunctional adjustments to provide individual comfort.

2.2.3.1.1 Back – up and down, independent of seat angle.

2.2.3.1.2 Seat – up and down angle.

2.2.4 Fabrication:

2.2.4.1 Base:

2.2.4.1.1 Heavy duty cast aluminum with five legs or equal.

2.2.4.2 Casters:

2.2.4.2.1 For hard surface floors or carpeted areas.

2.2.4.2.2 Easily replaceable on site.

2.2.4.3 Mechanisms with independent seat angle, seat height, and back angle adjustments.

2.2.4.4 Extra torque plate designed for enhanced strength and performance or equal.

2.2.4.5 Material:

2.2.4.5.1 Seat/Back:

2.2.4.5.1.1 16-gauge steel seat and inner back are formed steel pans covered with molded high resiliency foam and fabric or equal.

2.2.4.5.2 Fabric:

2.2.4.5.2.1 100% Nylon with DuPont Teflon® finishes or equal.

2.2.4.5.2.2 Nocerus Hide™ self-skinning polyurethane foam or equal.

2.2.4.5.2.2.1 Flammability:

2.2.4.5.2.2.1.1 Meets State of California, Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in High-Risk and Public Occupancies.

2.2.4.6 Flammability:

2.2.4.6.1 Certified to pass the following flammability standards or equals:

2.2.4.6.1.1 State of California Technical Bulletin 117, Sec. E.

2.2.4.6.1.2 BIFMA Class 1 • UFAC Class 1. (The Business & Institutional Furniture Manufacturer's Association and Upholstered Furniture Action Council)

2.2.4.7 Quality and Testing Standards, conforms to or equal to:

2.2.4.7.1 Standard fabric: Exceeds 600,000 double rubs.

2.2.5 Warranty:

2.2.5.1 Foam and fabric: 2 years full replacement at no charge under normal wear.

2.2.5.2 Frame/base: 15 years full replacement at no charge when used within weight limitations.

2.3 24-HOUR OPERATIONS SEATING STOOL:

2.3.1 Designed and engineered for 3 shifts, 24 hours per day continuous operating conditions in institutional environments. Suitable for continuous daily use in a correctional environment or equal.

2.3.2 Size:

2.3.2.1 Seat Dimensions:

2.3.2.1.1 19 ½"W x 19 ½"D

2.3.2.2 Back Dimensions:

2.3.2.2.1 18 ½"W x 17 ½"D

2.3.2.3 Height Dimensions (range of seat height to floor when seated):

2.3.2.3.1 21 ¼"38 1/4"

2.3.3 Comfort:

2.3.3.1 Ergonomically designed with multifunctional adjustments to provide individual comfort.

2.3.3.1.1 Back – up and down, independent of seat angle.

2.3.3.1.2 Seat – up and down angle.

2.3.3.1.3 Foot ring – up and down.

2.3.4 Fabrication:

2.3.4.1 Base:

2.3.4.1.1 Heavy duty cast aluminum with five legs.

2.3.4.2 Casters:

2.3.4.2.1 For hard surface floors or carpeted areas.

2.3.4.2.2 Easily replaceable on site.

2.3.4.3 Mechanisms with independent seat angle, seat height, and back angle adjustments.

2.3.4.4 Extra torque plate design for enhanced strength and performance or equal.

2.3.4.5 Material:

2.3.4.5.1 Seat/Back:

2.3.4.5.1.1 16-gauge steel seat and inner back are formed steel pans covered with molded high resiliency foam and fabric or equal.

2.3.4.5.1.2 Fabric: 100% Nylon with DuPont Teflon® finishes or equal.

2.3.4.6 Flammability:

2.3.4.6.1 Certified to pass the following flammability standards or equal:

2.3.4.6.1.1 State of California Technical Bulletin 117, Sec. E.

2.3.4.6.1.2 BIFMA Class 1 • UFAC Class 1. (The Business & Institutional Furniture Manufacturer's Association and Upholstered Furniture Action Council) BIFMA Class 1.

2.3.4.7 Quality and Testing Standards, conforms to or equal:

2.3.4.7.1 Standard fabric: Exceeds 600,000 double rubs.

2.3.5 Optional Features:

2.3.5.1 Fabric: Nocerus Hide™ self-skinning polyurethane foam or equal.

2.3.5.1.1 Flammability:

2.3.5.1.1.1 Meets State of California, Technical Bulletin No. 133, Flammability Test Procedure for Seating Furniture for Use in High-Risk and Public Occupancies.

2.3.6 Warranty:

2.3.6.1 Foam and fabric: 2 years full replacement at no charge for normal defects in workmanship and material.

2.3.6.2 Frame/Base: 15 year full replacement at no charge when used within weight limitations.

2.4 INDOOR/OUTDOOR BENCH STYLE SEATING SYSTEM:

2.4.1 High use bench style seating system or equal, available in varying lengths and configurations.

2.4.1.1 Intended for indoor or outdoor use.

2.4.1.2 Engineered for institutional durability.

2.4.1.3 Available with divider arms.

2.4.1.4 Available in floor mounted styles.

2.4.1.4.1 Floor models can be free standing or bolt down.

2.4.2 Size:

2.4.2.1 30 ½"H (ground to top of back) x 24 ¾"W x 17 ½"H (ground to seat).

2.4.2.2 Length varies with seating capability.

2.4.2.2.1 One (1) seat – 44"

2.4.2.2.2 Two (2) seat – 65"

2.4.3 Fabrication:

2.4.3.1 Two component system consisting of ribs and frame or equal.

2.4.3.1.1 Ribs:

2.4.3.1.1.1 3" wide, centered on 3-1/2" collar or equal.

2.4.3.1.1.2 Six ribs equals a standard 21" seat or equal.

2.4.3.1.2 Frame:

2.4.3.1.2.1 Legs are formed and welded to two crossbar tubes with end caps or equal. Welds ground smooth and polished before powder coating.

2.4.4 Material:

2.4.4.1 Ribs:

2.4.4.1.1 Injection molded, high impact polypropylene with ultra violet light stabilizers (to reduce fading) and fire retardant additives or equal.

2.4.4.1.2 Chemically resistant to acetone, blood, vinegar, urine, feces, salt solution, and chlorine solution or equal.

2.4.4.2 Frame:

2.4.4.2.1 Powder coat steel, 2-1/2" x 3/8" bar stock or equal.

2.4.4.2.2 Sled base legs with predrilled 1/2" anchor holes or equal.

2.4.4.2.2.1 2" diameter or equal.

2.4.4.2.2.2 14 gauge crossbar tubes or equal.

2.4.5 Warranty:

2.4.5.1 2 year limited replacement warranty on parts at no charge for normal defects in workmanship and material.

2.5 HEAVY DUTY FOUR LEG STYLE TABLES:

2.5.1 Size:

2.5.1.1 30"D x 60"W x29"H

2.5.2 Fabrication:

2.5.2.1 Base - Steel tubing welded to a steel plate for attaching to the top or equal.

2.5.2.1.1 Bottom of leg sealed by means of a fully welded inset threaded to accommodate a non-removable adjustable leveling glide or equal.

2.5.2.1.2 Top - Permanently bonded to a core of 45 lb. particleboard with permanently embedded T-nuts for securing top to base or equal.

2.5.3 Material:

2.5.3.1 Base:

2.5.3.1.1 4" diameter, 14 gauge wall thickness steel tubing welded to a 6" x 6" x 1/4" plate or equal.

2.5.3.2 Laminate Top: Decorative high-pressure laminate sealed with a specially formulated highly durable Slammer Stone edge or equal. Edge is radiused for safety and pressure fused to the top rendering it permanently non-removable and highly sanitary. 1-1/2" thick edge profile.

2.5.3.2.1 1-1/4" laminate top with black vinyl T-mold edge or equal.

2.5.3.3 Optional Features:

2.5.3.3.1 Bolt down configuration.

2.5.3.3.2 Checkerboard/backgammon/solitaire available on laminate tops or equal.

2.6 MULTI-PURPOSE FOLDING TABLE:

2.6.1 Freestanding tables with security features or equal.

2.6.1.1 Heavy-duty, construction with commercial grade laminate surface and glued and pinned T-mold edge or equal.

2.6.1.2 Legs fastened to embedded T-nuts or equal.

2.6.2 Size: 30"D x 60"W x29"H approximately

2.6.3 Supports up to 1,700 lbs.

2.6.4 Fabrication:

2.6.4.1 Bolt together. Freestanding.

2.6.4.2 Laminate Tops: 45-lb. Particleboard with embedded T-nuts sandwiched with decorative laminate and backer sheet or equal. Edge is routed to receive glued and pinned black vinyl T-molding.

2.6.4.3 Base: Approximately 1-3/4" 12-gauge steel tubes, fully welded and sealed on exposed ends or equal. Factory powder coated for optimum scratch and corrosion resistance or equal.

2.6.4.3.1 Glides adjust for leveling, but are non-removable as a security precaution or equal.

2.6.4.3.2 Folding legs.

2.6.5 Warranty:

2.6.5.1 2 years limited replacement at no charge for normal defects in workmanship and material.

2.7 STUDENT DESK:

2.7.1 Capability of being bolted-down.

2.7.2 Fiberglass desk engineered for institutional durability or equal.

2.7.3 Certified to pass the California Technical Bulletin 133 Flammability Test or equal.

2.7.3.1 Chemically resistant to acetone, alcohol, blood, urine, feces, vinegar and salt solutions or equal.

2.7.4 Sizes:

2.7.4.1 24"D x 30"W x 29"H

2.7.5 Warranty:

2.7.5.1 2 years full replacement at no charge for normal defects in workmanship and material.

2.8 TEACHER DESK:

2.8.1 Capability of being bolted-down.

2.8.2 Fiberglass desk engineered for institutional durability or equal.

2.8.3 Certified to pass the California Technical Bulletin 133 Flammability Test or equal.

2.8.3.1 Chemically resistant to acetone, alcohol, blood, urine, feces, vinegar and salt solutions or equal.

2.8.4 Size:

2.8.4.1 24"D x 36"W x 29"H

2.8.5 Warranty:

2.8.5.1 2 years full replacement at no charge for normal defects in workmanship and material.

2.9 PUBLIC SEATING SYSTEM FOR HIGH TRAFFIC:

2.9.1 Designed for high volume use in waiting rooms, dayrooms, visiting area, lounge, exercise and multi-purpose areas or equal.

2.9.1.1 Available in multiple configurations and with connecting tables or equal.

- 2.9.2 Available with divider arms.
- 2.9.3 Sizes:
 - 2.9.3.1 26"W x 32 ½"H (floor to top of seat back) x 25"H (floor to top of arm)
 - 2.9.3.2 Length varies with seating capability.
 - 2.9.3.2.1 One (1) seat – 23"
 - 2.9.3.2.2 Two (2) seats – 44"
 - 2.9.3.2.3 Three (3) seats – 65"
 - 2.9.3.2.4 Four (4) seats – 86"
 - 2.9.3.2.5 Five (5) seats – 107"
- 2.9.4 Comfort: Ergonomically designed to provide optimal comfort.
- 2.9.5 Fabrication:
 - 2.9.5.1 Base Frame - Tubular steel, bent and welded to provide arm or armless in-line seating or equal.
 - 2.9.5.1.1 Standard configurations for seating 1 to 5 people or equal.
 - 2.9.5.1.1.1 Flat steel plate welded to the frame at each seat location to provide strength, support, and a mounting platform on which the seat is attached or equal.
 - 2.9.5.1.2 Seats:
 - 2.9.5.1.2.1 One-piece seat and back. Molded in threaded steel inserts provide for tamper-resistant attachment to base frame or equal.
- 2.9.6 Material:
 - 2.9.6.1 Base Frame: 2" diameter, 14-gauge steel with 11 gauge steel seat supports or equal.
 - 2.9.6.2 Seats: Rotationally molded, specially formulated, fire-retardant, high impact polyethylene with ultraviolet light stabilizers (to reduce fading) or equal. Chemically resistant to blood, vinegar, urine, feces, salt solution, and chlorine solution.
 - 2.9.6.3 Flammability:
 - 2.9.6.3.1 Certified to pass the following flammability standards or equal:
 - 2.9.6.3.1.1 State of California, Technical Bulletin No. 133, Flammability Test procedure for Seating Furniture for Use in High- Risk and Public Occupancies.
- 2.9.7 Standard Features:
 - 2.9.7.1 Freestanding unit with adjustable glides or equal.
 - 2.9.7.2 Fitted with tabs for bolt-down installation or equal.

2.9.8 Warranty:

2.9.8.1 2 years limited replacement at no charge for normal defects in workmanship and material.

2.10 Weight capacity on ALL SEATING shall be 300 lbs.

2.11 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.12 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.13 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within thirty (30) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.14 AVAILABILITY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.15 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.16 SHIPPING:

Bid prices shall be made F.O.B. **DESTINATION** freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.17 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.18 INVOICING REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County agency per the purchase order instructions:

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.19 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.20 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have thirty (30) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.21 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.22 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.23 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.24 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.24.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.24.2 Documentation that names the replacement product or model.
- 2.24.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.24.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.24.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.25 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.26 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.27 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.28 ADDITIONAL PRICING:

Contractors are **REQUIRED** to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.29 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.29.1 One (1) original and one (1) electronic copy of pricing on a 3.5" diskette labeled with the bidders name is **MANDATORY**
- 2.29.2 Pricing pages, **MANDATORY** (Attachment A)
- 2.29.3 One (1) copy of "published catalog", **MANDATORY**
- 2.29.4 Literature, Technical and Descriptive, **MANDATORY**
- 2.29.5 Vendor Information, **MANDATORY** (Attachment D)
- 2.29.6 Agreement page, **MANDATORY** (Attachment B)
- 2.29.7 References (Attachment C)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR TO THE CONTRACT EXPIRATION DATE. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATIONS AND INSURANCE:

3.7.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.7.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.7.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.7.2.3 Workers' Compensation: The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.7.3 Certificates of Insurance.

3.7.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.7.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.7.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:
ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Michael Sbraga, Project Manager FF&E, 602-506-0950

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette labeled with the bidders name. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

NORIX GROUP INC, 1000 ATLANTIC DRIVE, WEST CHICAGO, IL 60185

PRICING SHEET C71 55 01/B0700073

NIGP CODE 42044

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES ____ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES ____ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? X YES ____ NO

INTERNET ORDERING CAPABILITY: ____ YES X NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

| ITEM DESCRIPTION | ESTIMATED QUANTITY | MANUFACTURER | MODEL NUMBER | UNIT PRICE | EXTENDED PRICE |
|--|--------------------|--|--------------|----------------------------|------------------------------------|
| MULTI USE STACKABLE ARMLESS CHAIR | 2979 | Norix Group, Inc. | C110 | \$40.95 * 36.85 | \$121,990.05 109,776.15 |
| Standard Color | | Blue Grey, | | | |
| Available Colors | | Buff, Fog Grey, Plum, Slate Blue, Teal | | | |

**24-HOUR OPERATIONS SEATING
(SUPERVISOR CHAIR)**

| | | | | | |
|--|-----|-------------------|------|------------------------------|------------------------------------|
| 100% Nylon with DuPont Teflon® finishes or equal | 324 | Norix Group, Inc. | C182 | \$478.00 * 430.20 | \$154,872.00 139,384.80 |
| Nocerus Hide™ self-skinning polyurethane foam or equal | 324 | Norix Group, Inc. | C182 | \$8.00 | \$2,592.00 |
| Black - NOTE: Does not pass CA TB133 | | | | | |

| | |
|------------------|---|
| Standard Color | Black, Plum |
| Available Colors | Blue Grey, Teal, Buff, Navy, Fog Grey, Forest |

NORIX GROUP INC, 1000 ATLANTIC DRIVE, WEST CHICAGO, IL 60185

| ITEM DESCRIPTION | | ESTIMATED QUANTITY | MANUFACTURER | MODEL NUMBER | UNIT PRICE | EXTENDED PRICE |
|--|------------------------------|--------------------|--|--------------|------------------------------|------------------------------------|
| 24-HOUR OPERATIONS SEATING STOOL | | 63 | Norix Group, Inc. | C185 | \$520.50 * 468.45 | \$32,791.50 29,512.35 |
| Standard Color | Black, Plum, Blue Grey, Teal | | | | | |
| Available Colors | Buff, Navy, Fog Grey, Forest | | | | | |
| Optional Item costs: | | | | | | |
| Fabric: Nocerus Hide™ self-skinning polyurethane foam or equal | | | Norix Group, Inc. | | \$8.00 | \$504.00 |
| Black - NOTE: Does not pass CA TB133 | | | | | | |
| INDOOR/OUTDOOR BENCH STYLE SEATING SYSTEM | | | | | | |
| Dimensions | | | | | | |
| 2 seat unit with individual arms | | 9 | Norix Group, Inc. | ML-FAA-2 | \$496.00 * 446.40 | \$4,464.00 4,017.60 |
| 52"L x 24 3/4"D x 30 1/2"H | | | | | | |
| 3 seat unit with individual arms | | 20 | Norix Group, Inc. | ML-FAA-3 | \$606.00 * 545.40 | \$12,120.00 10,908.00 |
| 76"L x 24 3/4"D x 30 1/2"H | | | | | | |
| Standard Color | Ribs Fog Grey | Frame | Fog Grey, Black | | | |
| Available Colors | Slate Blue, Plum, Teal | | Dark Blue, Charcoal, Plum, Evergreen, Teal, Light Grey | | | |
| HEAVY DUTY FOUR LEG STYLE TABLES | | 38 | Norix Group, Inc. | LB3060PT | \$574.00 * 516.60 | \$21,812.00 19,630.80 |
| Optional Item cost: | | | | | | |
| Bolt down configuration | | | Norix Group, Inc. | None | No Charge | |
| Checkerboard / backgammon / solitaire available on laminate tops | | | Norix Group, Inc. | LB3060GT | \$84.00 | \$3,192.00 |
| MULTI-PURPOSE FOLDING TABLE | | 49 | Norix Group, Inc. | MP3060PT | \$850.00 * 765.00 | \$41,650.00 37,485.00 |
| STUDENT DESK | | 816 | Norix Group, Inc. | AD601 | \$202.00 * 181.80 | \$164,832.00 148,348.80 |
| Weight Capacity | Exceeds 500 lbs. | | | | | |
| TEACHER DESK | | 97 | Norix Group, Inc. | AD600 | \$213.00 * 191.70 | \$20,661.00 18,594.90 |
| Weight Capacity | Exceeds 500 lbs. | | | | | |

NORIX GROUP INC, 1000 ATLANTIC DRIVE, WEST CHICAGO, IL 60185

| ITEM DESCRIPTION | ESTIMATED QUANTITY | MANUFACTURER | MODEL NUMBER | UNIT PRICE | EXTENDED PRICE |
|---|--------------------|-------------------|--------------|------------------------------|----------------------------------|
| PUBLIC SEATING SYSTEM FOR HIGH TRAFFIC | | | | | |
| 2-Seat Unit | 1 | Norix Group, Inc. | C214-2 | \$418.00 * 376.20 | \$418.00 376.20 |
| 3-Seat Unit | 16 | Norix Group, Inc. | C214-3 | \$586.00 * 527.40 | \$9,376.00 8,438.40 |
| 4-Seat Unit | 2 | Norix Group, Inc. | C214-4 | \$728.00 * 655.20 | \$1,456.00 1,310.40 |
| 5-Seat Unit | 16 | Norix Group, Inc. | C214-5 | \$894.00 * 804.60 | \$14,304.00 12,873.60 |

REQUIRED ADDITIONAL PRICING per section 2.29

% Discount offered for items not specified from "published catalog" 45, Delivered %

Specify catalog date January 1, 2003

Provide one (1) copy of "published catalog".

WILLING TO OFFER QUOTATION FOR INSTALLATION OF ITEMS? X YES NO

***ADDITIONAL 10% DISCOUNT**

Terms: 2% 10 DAYS, NET 30

Federal Tax ID Number: 36-3257149

Vendor Number: 363257149

Telephone Number: 800-234-4900

Fax Number: 630-231-4343

Contact Person: BILL KARL / MIKE AND PEGGY KANCHE

E-mail Address: bkarl@norix.com

Company Web Site: www.norix.com

Insurance Certificate Yes

Contract Period: To cover the period ending NOVEMBER 30, 2006.